

## **CAMPBELL MEYER & COMPANY LIMITED**

### **TERMS AND CONDITIONS**

1. The Company will provide its services with reasonable skill and care and, in the absence of prior written instruction to the Company providing sufficient detail, no particular precautions nor special treatment need be taken or provided for the goods stored.
2. The Company's duty is to the Customer only and not to any third party. Any advice given is for the Customer only.
3. Unless it states otherwise in writing, where the Company provides forwarding services it operates as the Customer's agent in engaging contractors to deal with the goods.
4. It is a condition that the Customer is either the owner of the goods or is authorised by the owner to accept these conditions on the owner's behalf.
5. The Company does not insure goods held to a Customer's account and the Customer shall self insure or make arrangements to cover the goods against all insurable risks to their full insurable value (including all duties and taxes) with any right for the insurer to bring a subrogated claim against the Company being excluded.
6. In no case shall the Company be liable for any lost profit, income or savings, wasted expenditure or indirect or consequential loss.
7. The Customer may give written authority for its goods to be transferred to another party on condition that all outstanding balances due to the Company have been settled prior to the date of transfer. The goods remain subject to any lien which applies at the time of transfer.
8. The Company shall have a general and particular lien on the goods as security for payment of all sums claimed by the Company from, or invoiced to, the Customer on any account (relating to the goods or not). Storage shall be charged for any goods detained under lien.
9. The Company shall be relieved of its obligations to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from, the act or omission of the Customer or its agent or by storm, flood, fire, explosion, civil disturbance, governmental or quasi-governmental action, breakdown or unavailability of premises, equipment or labour, or other cause beyond the reasonable control of the Company.
10. All contracts between the Company and the Customer and any claims relating to the goods shall be governed by the law of Scotland and disputes dealt with exclusively by the Scottish courts.
11. The Company may from time to time alter its Conditions of Sale in such a manner as it shall determine and without notice.
12. If the Customer becomes bankrupt or insolvent or makes any voluntary arrangement with its creditors or an order made for the winding up of the Customer or a receiver or administrator over all or part of the assets of the Customer, the Company shall be entitled, in addition to other rights to repossess the goods.
13. Where the Customer is providing casks for filling, the Customer is responsible for delivering those casks to the warehouse and for ensuring they are in good condition, clean and are fit for filling.
14. It is an express condition of purchase and transfer at any time that the spirits will not be resold in bottle or bulk to any party for resale as single whisky by any subsequent purchaser without the prior written agreement of the Company.
15. The Customer shall have no authority in relation to the Company or its products except as herein provided and shall indemnify the Company in respect of any claims resulting directly or indirectly from any act or omission of the Customer its servants or its agents.
16. If any of the spirits are defective in manufacture the Company's liability howsoever arising in respect of or consequent upon any such defects shall be limited to replacement of such defective spirits or crediting the value thereof as the Company shall decide save in respect of death or injury. Samples of the defect must be provided. The spirits are otherwise sold without any guarantees or representation and all warranties or conditions, statutory or otherwise express or implied to the contrary are expressly excluded save that this shall not exclude the Company's implied undertakings as to title under Section 12 of the Sale of Goods Act 1979.